

BK 3548 PG 052

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )  
DECLARATION OF RESTRICTIONS  
LAKESIDE AT WOODCREEK  
SUBDIVISION - PHASE II

FILED

Nov 2 8 52 AM '96

JOANNE B. TRIBBLE  
RMC  
LEXINGTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Nick J. Leventis and Stacey H. Leventis are the owners of the following real property:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Lexington, State of South Carolina, and being more particularly shown on a plat of Lakeside at Woodcreek - Phase II, prepared for Nick J. Leventis and Stacey H. Leventis by W. K. Dickson & Co., Inc., dated October 27, 1995, and recorded November 22, 1995, in the Office of the RMC for Lexington County on Slide 48, Plat # 9, and more particularly designated as Lots 21 through 31 with reference to said plat being made for a more complete and accurate description.

The said owners (hereinafter referred to as "Declarants") do hereby impose upon said real property the following conditions, restrictions and reservations:

1. No structure shall be erected on any Lot in the subdivision other than one permanent single-family dwelling and detached or attached garage of similar design; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single-family; provided, however, that the Declarants reserve to themselves, as well as the right to assign to builders during construction, the right to use temporarily one or more of such dwellings as an administrative office, information center and real estate sales office; provided further that no structure, planting or other material shall be placed on or permitted to remain which may damage or interfere with the installation or maintenance of utilities and drainage facilities within the areas hereinafter provided. Any temporary construction, administrative, information or real estate sales office shall be promptly removed when it shall cease to be used for such purposes. No temporary structure or apartment shall be erected upon any Lot.
2. No Lot in the subdivision shall be subdivided, or reduced in size, without the written consent of the Declarants. Also, the owner(s) of the Lot(s) may not grant or allow any ingress and/or egress through said Lot(s) to adjoining properties without the written consent of the Declarants.
3. In order to maintain a high-level residential development, to assure that all houses, landscaping and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, and as determined by Declarants in their sole discretion, the Declarants hereby retain full architectural control. Accordingly, no building, out-building, fence, wall, garage, driveway or structure of any kind, or alterations or additions thereto shall be erected or placed on any Lot until the complete plans and specifications, design and location of such improvement on the Lot, sketch plan showing front and rear elevations, and other information required by Declarants, shall have been submitted to the Declarants, or a committee

Modification see Record Book 3938 page 22

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designated by them, for approval as to conformity of size, type and quality, as to harmony with the topography and existing structures, subject to exceptions which the Declarants (in their sole discretion) may make, no plan will be approved unless it includes an attached or detached two-car garage. Such approval shall not be unreasonably withheld, and shall be given or denied in writing within thirty (30) days of the submission of the required information for consideration. In the event the Declarants shall fail to approve or deny such construction within thirty (30) days of submission of plans, specifications and other required data, and, in any event, if no suit to enjoin construction has been commenced prior to completion of such improvements, approval shall be conclusively deemed to have been granted.

4. Prior to any clearing and/or grading of any Lot, a grading plan must be submitted to and approved by the Declarants. Any consequence or alteration to the natural grade of any Lot shall be the responsibility of the purchaser of said Lot. Said purchaser shall also be responsible for the channeling of any surface water in accordance with the approved grading plan for the subdivision on file with the Town of Lexington.

5. No trees larger than six (6") inches in diameter shall be removed from any Lot without the written consent of the Declarants.

6. No residence containing less than Two Thousand One Hundred (2,100) square feet of finished heated floor space shall be erected.

7. All sewage disposal shall be by central sewer service approved by appropriate governmental utility authorities, or by public utility at such rates as shall be established by governmental authority or approved by the South Carolina Public Service Commission.

8. The placement, design, type and color of any mailbox and its support must be approved by the Declarants.

9. No fencing shall be placed upon the front of any Lot, and only those fences that shall have been approved by the Declarants may be placed upon a Lot. Fencing shall not be more than five (5) feet in height without Declarants' approval.

10. No building shall be closer than thirty (30) feet to any road upon which it faces, no building shall be closer to the side boundary line than a minimum of ten (10) feet.

11. No noxious or offensive activity or other thing shall be had or done upon any Lot in the subdivision, and nothing shall be had or done thereon which constitutes or becomes an annoyance or a nuisance to the neighborhood, or constitutes an unsanitary condition. No hogs, goats, poultry, cows, horses or other such animals shall be allowed or kept on any Lot in the subdivision. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such Lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section. If any owner of a Lot upon which a dwelling has been erected fails to trim weeds, grass or underbrush (including areas up to roadways and to pond edge as applicable), the same shall be conclusively deemed to be a nuisance prohibited by this Section.

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12. No radio or television transmission or reception towers, antennas or discs shall be erected on a Lot, other than customary antenna which shall not extend ten (10) feet above the top roof line ridge of the house. In no event shall free-standing transmission or receiving towers, discs or dishes be permitted without specific written approval by the Declarants.

13. No tent, unsightly tree house, shack trailer, bus, camper or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any Lot or parked on the street or road adjacent thereto; provided, however, that a camper, motor home or other recreation vehicle is not visible from the street, or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All garage doors shall remain closed except for ingress and egress. No clothesline may be erected or maintained on any Lot. All rubbish, garbage and trash shall be kept in closed cans, or other suitable containers, which shall be placed and kept in such manner as to be out of sight from the street, or neighbor's house. The Lot, property and premises shall be kept clean at all times.

14. Declarants reserve easements unto themselves, their successors and assigns, and for the use of any public utility or serving municipality, for installation and maintenance of water, sewer, sanitary sewer, drainage, television, transmission and telephone lines or other public utility purposes over the front and rear ten (10) feet of each Lot, and ten (10) feet along each side lot line on said lots, in addition to any other easements shown on the plat described above. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels. The Declarants hereby reserve the right to create and impose additional easements or rights-of-way over unsold Lot or Lots for street, drainage and utility installation purposes by the recording of appropriate instruments, and such shall not be construed to invalidate any of these covenants.

15. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period which have been approved by the Declarants as to size and design.

16. These restrictions may be altered, amended or rescinded (with the exception of Restriction No. 5 and Pond Restriction Nos. 19 and 20), by agreement of a majority of the owners of the tracts represented herein along with the owners of the tracts represented in Phase I of Lakeside at Woodcreek (Lots 1 through 31), with the owners to have one (1) vote for each lot as represented on the final subdivision plats of Phases I and II of Lakeside at Woodcreek. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. These restrictions shall run with the land unless changed as stated above and be binding upon all parties, persons, firms or corporations claiming under them until December 31, 2005. Thereafter, said restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by written instrument signed by a majority of the then record owners of the Lots.

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17. If any person shall violate, or attempt to violate, any of these restrictions, any person who shall own real property in the subdivision may enforce these restrictions by proceedings at law or in equity, either to recover damages or to restrain such violation. All costs and expenses incurred by the successful enforcement of any restriction, including a reasonable attorney's fee, shall thereupon become due and payable from the violator.

18. In the event of the unintentional violation of any of the building line restrictions or minimum Lot residence square foot requirements as set forth herein, Declarants reserve the right, by and with the mutual written consent of the owner or owners for the time being of such Lot, to change the building line restriction set forth in this instrument, provided, however, that such change shall not be in violation of any provisions of the applicable zoning provisions of the Town of Lexington or the County of Lexington.

19. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

20. The term "Declarants" as used herein shall mean Nick J. Leventis and Stacey H. Leventis, and shall also refer to the successors and assigns of said Declarants.

**ADDITIONAL COVENANTS & RESTRICTIONS FOR POND USE ON  
LOTS 21, 22, 23, 24 AND 25  
LAKESIDE AT WOODCREEK - PHASE II**

WHEREAS, Lots 21, 22, 23, 24 and 25 that will have frontage along the pond as shown on a plat entitled Lakeside at Woodcreek - Phase II prepared for Nick J. Leventis and Stacey H. Leventis as referenced above that border on and lie under the pond located on the property; and

WHEREAS, the Declarants and Owners wish to make some provisions for the care and use of the pond;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Declarants and Owners of each of the above lots covenant and agree as follows:

1. This agreement shall be binding on the Owners, their heirs, successors and assigns.

2. This agreement may be altered, amended or rescinded (with the exception of Restriction No. 5 and Pond Restriction Nos. 19 and 20), by agreement of a majority of the pond Lot Owners of the tracts represented herein, those being Lots 11, 12, 13, 14, 15, 16, 21, 22, 23, 24 and 25, with the Owners to have one (1) vote for each Lot as represented on the final subdivision plats of Phases I and II of Lakeside at Woodcreek, and the Declarants herein reserve the right to ultimately approve or disapprove their decision.

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3. All Owners, their families and guests shall have the right to use the entire surface area of water consistent with this agreement. Guests shall be accompanied by a Owner or immediate family member.
4. Each Owner agrees to share equally in the cost of pond and dam maintenance and repairs with all pond owners of Lakeside at Woodcreek, Phases I and II.
5. There shall be no sale of the ponds or any right therein for commercial use.
6. The Owners agree to abide by and implement the suggestions of the County Extension Office relative to stocking, fertilization and preventative measures.
7. No docks or piers of any kind shall be allowed.
8. In order to prevent the introduction of carp into the pond, no minnows shall be used for bait.
9. No gasoline powered engines shall be used on the pond.
10. The Owners agree to take such action as shall be required to prevent substantial erosion of sand or soils into the pond.
11. The Owners agree to consult with one another along with pond owners of Phase I with respect to the care and maintenance of the pond and further agree to conform the division of the land beneath the water line in accordance with the attached plat.
12. The Owners agree to refrain from any act which would result in substantial damage to the pond.
13. The Owners agree that an action for damages may be sufficient to protect the rights and enforce the duties herein, and specifically grant the right to such injunctive relief as may be necessary.
14. This agreement shall be governed by the Laws of the State of South Carolina. The invalidation of any paragraph by any court of competent jurisdiction shall in no way affect the remaining provisions hereof.
15. Every Owner will be solely responsible for the safety and well being of their guests and their families. Any liability for guests shall be borne by the individual Owner who has invited the guest.
16. No children under the age of twelve shall be allowed on the pond surface without a proper life-preserver in the boat or on the child. One life preserver shall be required per child.
17. Each Owner with frontage on the pond may irrigate his Lot by using the water from the pond. The pumphouses on each Lot shall be of similar architectural design as the residences. If at any time the water level is more than one foot below

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normal, Owners shall refrain from any further consumption of water from the pond until the water level has risen to no more than one foot below normal.

18. Each owner shall be required to maintain liability insurance in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars to cover any liability resulting from the use of the pond, and the owners of each said Lot, by their acceptance of title to the property, hereby agree to hold Nick J. Leventis and Stacey H. Leventis, their heirs and assigns, harmless and to indemnify them from and against any costs, losses, expenses, claims, liabilities and/or damages, including attorney's fees, that may be incurred or asserted as a result of the use and existence of the pond.

19. Each pond Lot owner is required to obtain the written consent of the Declarants before cutting, grading or removing any trees, bushes, etc. within one hundred (100') feet from the shore line of the pond. Said consent will be at the Declarants' sole discretion.

20. No fencing shall be placed upon the front of any Lot, and only those fences that shall have been approved by the Declarants may be placed upon a Lot. Fencing shall not be more than five (5) feet in height without Declarants' approval. No fences shall be placed nearer than twelve (12') feet of the shore line of the pond.

21. The owner of Lot 25 shall bear the responsibility for keeping the back portion of the dam free and clear of all brush, trees, etc., with the exception of grass, in order to maintain the integrity of the dam.

These restrictions shall be binding upon all Lots herein and shall supersede the restrictions created as to "Future Development" on May 20, 1994, and recorded in the Office of the RMC for Lexington County in Deed Book 3018 at page 54 to better describe the Declarants' intent for "Future Development" (Phase II - Lakeside at Woodcreek).

IN WITNESS WHEREOF, the Declarants have set their hands and seals this 22nd day of November, 1995.

WITNESSES:

C. Joel Wilson  
Virginia P. Wilson

Nick J. Leventis  
Nick J. Leventis

C. Joel Wilson  
Virginia P. Wilson

Stacey H. Leventis  
Stacey H. Leventis

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STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF LEXINGTON     )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Nick J. Leventis and Stacey H. Leventis sign, seal and deliver the within written instrument; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN TO before me this 22 day  
of November, 1995.

C. Joe Wilson  
(Witness)

Virginia P. Wilson  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 3/23/2002

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STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON, NOV 11 10 43 AM '96 ) , MODIFICATION OF RESTRICTIONS

WHEREAS, by instrument recorded in the Office of the RMC for Lexington County in Record Book 3548 page 052, Nick J. Leventis and Stacey H. Leventis imposed certain Covenants, Restrictions and Easements upon certain lots or parcels of land in Lakeside at Woodcreek Subdivision - Phase II as shown on a Plat recorded in Plat Slide 148, Plat No. 9; and,

WHEREAS, the said Nick J. Leventis and Stacey H. Leventis in said Declaration of Restrictions provided that no lot could be subdivided without their consent; and,

WHEREAS, the said Nick J. Leventis and Stacey H. Leventis, in said Covenants, Restrictions and Easements reserved unto themselves, and their heirs and assigns, the right to modify easement areas; and,

WHEREAS, Nick J. Leventis and Stacey H. Leventis wish to subdivide Lot 24, Lakeside at Woodcreek - Phase II so that the southern triangular portion thereof as shown on Plat prepared for Vincent Schampaert and Mary Anne Schampaert by W. K. Dickson and Company, Inc., dated October 29, 1996, shall become and be a part of Lot 23; and,

WHEREAS, the said Nick J. Leventis and Stacey H. Leventis wish to relocate the easement area along the common side line of Lots 23 and 24 each lot to be 10 feet from the new lot line of Lots 23 and 24;

NOW, THEREFORE, Nick J. Leventis and Stacey H. Leventis do hereby modify the said Declaration of Covenants and any recorded subdivision plat showing the subject property as follows:

1. Lot 24 as shown on the above referenced plat is modified so that the southern triangular portion thereof as shown on plat for Vincent Schampaert and Mary Anne Schampaert by W. K. Dickson and Company, Inc., dated October 29, 1996, shall become and be a part of Lot 23 as shown on said plat as if it had been originally a part thereof; and,
2. The easement area on the common side line of Lots 23 and 24 is 10 feet from the common lot line as relocated and shown on plat for Vincent Schampaert and Mary Anne Schampaert by W. K. Dickson and Company, Inc., dated October 29, 1996; and,
3. Said Declaration shall apply to Lots 23 and 24 as resubdivided.
4. Said restrictions to remain otherwise in full force and

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CONFIDENTIAL

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effect.

IN WITNESS WHEREOF, the undersigned has caused this Modification of Restrictions to be executed this 31<sup>st</sup> day of October, 1996.

WITNESSES:  
Jane Charlton  
[Signature]

Nick J. Leventis  
Nick J. Leventis  
Stacey H. Leventis  
Stacey H. Leventis

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named Nick J. Leventis and Stacey H. Leventis sign, seal and as their act and deed deliver the within Modification of Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

Jane Charlton

SWORN to before me this 31<sup>st</sup> day of October, 1996.

[Signature] (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 1/21/97